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IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

NEVADA LOPER, as an individual and on behalf  
of her son, RODNEY S. LOPER,

Plaintiff,

vs.

BRANDON CREASON, an individual;  
KENNETH COOPER, an individual; TITAN  
CONSTRUCTORS, INC., a Nevada Corporation;  
and, DOES 1 through 100, inclusive.

Defendants.

Case No.:

COMPLAINT

**[JURY DEMANDED]**

COMES NOW Plaintiff, NEVADA LOPER (hereinafter "Plaintiff" or "N. LOPER"), on  
behalf of herself and her deceased son, RODNEY S. LOPER ("DECEDENT"), by and through  
her attorney of record, Law Offices of Kurt A. Franke, who, for causes of action against  
Defendants, does hereby complain and allege as follows:

**FIRST CAUSE OF ACTION**

**(JURISDICTION AND VENUE)**

1. Jurisdiction in this matter is conferred in the United States District Court pursuant  
to 28 U.S.C. §1332(a).

2. At all times mentioned herein, Plaintiff was the natural mother of DECEDENT,  
and, pursuant to NRS 41.085, the heir and sole person with the right and cause of action for  
Wrongful Death arising from the death of DECEDENT.

3. N. LOPER is an individual residing in the State of Idaho.

1           3.       Defendant, BRANDON CREASON (“CREASON”), is an individual residing in  
2 the State of Nevada.

3           4.       Defendant, TITAN CONSTRUCTORS, INC. (“TITAN”), is a corporation  
4 organized and existing under the laws of the State of Nevada.

5           5.       Defendant, KENNETH COOPER (“COOPER”), is an individual residing in the  
6 State of Nevada, and, at all times mentioned herein, was President of TITAN and the registered  
7 owner of a 1990 Toyota 4Runner (the “VEHICLE”).

8           6.       At all times mentioned herein, CREASON was an agent and employee of TITAN,  
9 and in doing the acts herein alleged was acting in the course and scope of said employment.

10          7.       Plaintiff is unaware of the true names and capacities of the Defendants sued herein  
11 as DOES 1 through 100, inclusive and, therefore, sues those Defendants by such fictitious names.  
12 Plaintiff is informed and believes said Defendants also have direct and indirect liability in this  
13 case, or are interested parties to this action, and that each of the Defendants were acting as the  
14 agent, assign, co-venturer, co-conspirator, employer, employee, or in similar relationship with  
15 each other Defendants, and in furtherance thereof, and in the course and scope of said  
16 employment, and, as such, DOES 1 through 100 are collectively and individually directly,  
17 vicariously and jointly liable. Plaintiff will amend this Complaint to allege their true names and  
18 capacities when ascertained.

19          8.       The following allegations are based upon the statements and depositions given by  
20 CREASON, COOPER and WILLIAMS, all of which are incorporated herein by reference.

21          9.       On April 7, 2016, Plaintiff was a passenger in the VEHICLE, as it was being  
22 driven by CREASON. As part of his job duties, CREASON was transporting Plaintiff and  
23 another TITAN employee, Dale Williams (“WILLIAMS”), from the TITAN job site at the Pan  
24 Mine Project (hereinafter, “PAN MINE”) - approximately fifty (50) miles east of Ely, Nevada -  
25 to TITAN’s cement mixing plant, located on McGill Highway, in Ely, Nevada.

26          10.       DECEDENT and WILLIAMS had finished work for the day and were sleeping in  
27 the VEHICLE while CREASON was responsible for driving them back to the Cement Plant. At  
28 approximately 5:30 p.m., CREASON fell asleep while driving, veered off the roadway and rolled

1 the VEHICLE. DECEDENT was killed as a result of the accident.

2 11. The VEHICLE was registered to COOPER, owner and President of TITAN. It  
3 had been used as a TITAN work truck almost daily, for years, to transport tools and workers to  
4 and from job sites and to perform work related duties at job sites.

5 12. On the morning of the INCIDENT, CREASON had been asked by his supervisor,  
6 COOPER, to transport DECEDENT, WILLIAMS and a number of TITAN's work tools to, and  
7 from, PAN MINE. CREASON, DECEDENT and WILLIAMS had met either at COOPER'S  
8 home, where they picked up the VEHICLE and drove to the Cement Plant; or, they all met at the  
9 Cement Plant, where they loaded the workers and tools needed for PAN MINE into the  
10 VEHICLE.<sup>1</sup> The tools loaded included, but were not limited to: an air impact wrench (or  
11 hammer); harnesses, shovels, hammers, wrenches, safety equipment and come-alongs, all of  
12 which were to be used for TITAN business at the PAN PROJECT.

13 13. On a normal morning, COOPER would have driven the VEHICLE filled with  
14 workers and tools to the PAN MINE. By appointing CREASON to drive the VEHICLE,  
15 however, COOPER freed himself to drive a second TITAN rig, a "loader," also needed for the  
16 PAN MINE job.

17 14. At the end of their day at PAN MINE, CREASON, LOPER and WILLIAMS  
18 loaded tools into the VEHICLE, assisted COOPER in loading a propane tank onto the TITAN  
19 loader and boarded the VEHICLE. CREASON then drove the TITAN's tools and men from  
20 PAN MINE, while COOPER followed in the TITAN flatbed.

21 15. Approximately thirty (30) minutes into the drive, CREASON drove off the road,  
22 overcorrected and rolled the VEHICLE, causing LOPER to be partially ejected from the  
23 VEHICLE, which fell on top of him. LOPER was later pronounced dead at the scene.

24 16. Though regularly used for TITAN's business, the VEHICLE was not equipped  
25 with emergency medical equipment, short wave radio or other devices to call for medical  
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27 <sup>1</sup>The stories of CREASON, WILLIAMS and COOPER are somewhat contradictory on  
28 the point.

1 assistance and, at the location of the accident, cell phones were inoperable. It had, however, been  
2 modified as a TITAN work truck, which modification included, but were not limited to: a  
3 “transfer tank” (to fuel TITAN equipment that ran out of fuel at a job site); headache rack; extra  
4 lights; and a tool box.

5 17. In summary, the facts in this case support the following allegations:

- 6 (a) CREASON had been instructed by his supervisor and company owner to  
7 drive the owner’s pickup truck to the PAN MINE site;  
8 (b) at the instruction of his supervisor and company owner CREASON was  
9 transporting TITAN’s work tools in the back of the VEHICLE from the  
10 PAN MINE site to the TITAN cement plant;  
11 (c) by driving the company pickup, CREASON enabled his supervisor and  
12 company owner to transport an additional work vehicle to the PAN MINE  
13 site;  
14 (d) CREASON’s supervisor and company owner had instructed CREASON to  
15 drive the men and tools needed for the job to the PAN MINE site so that  
16 the owner could the VEHICLE driven by CREASON had been modified  
17 as a work truck for TITAN and was being used for that purpose;

18 **SECOND CAUSE OF ACTION**

19 **(Negligence and Vicarious Liability Against All Defendants)**

20 18. Plaintiff hereby references and incorporates the allegations of Paragraphs 1  
21 through 17 as if they were fully set forth herein.

22 19. At all times relevant hereto, Defendant CREASON, COOPER AND TITAN owed  
23 DECEDENT and Plaintiff a duty to exercise reasonable care in the operation of the VEHICLE so  
24 as to avoid harm to DECEDENT and others.

25 20. Defendants breached the aforementioned duties, thereby causing DECEDENT and  
26 Plaintiff to suffer foreseeable harm in the form of fatal injuries.

27 21. At all times referenced herein, CREASON was a driver employed by, and within  
28 the course and scope of his employment with, TITAN.



1 companionship and other general damages.

2 **FOURTH CAUSE OF ACTION**

3 **(Negligent Entrustment Against TITAN and COOPER)**

4 32. Plaintiff hereby references and incorporates the allegations of Paragraphs 1  
5 through 31 as if they were fully set forth herein.

6 33. At all times mentioned herein, Defendants COOPER and TITAN had a duty to  
7 exercise due care in the entrustment of his VEHICLE to other drivers.

8 34. Defendants breached the above standard of care.

9 35. As a direct and proximate result of Defendants' breach of duty, DECEDENT died  
10 and Plaintiff incurred special damages in excess of Seventy-Five Thousand Dollars  
11 (\$75,000.00).

12 36. As a further result of Defendants' breach of duty, Plaintiff experienced general  
13 damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), including, but not limited to,  
14 mental anguish, emotional pain and suffering, loss of companionship and other general damages.

15 **FIFTH CAUSE OF ACTION**

16 **(Negligent Hiring, Training and Supervision Against TITAN)**

17 37. Plaintiff hereby references and incorporates the allegations of Paragraphs 1  
18 through 36 as if they were fully set forth herein.

19 38. At all times mentioned herein, Defendant, TITAN, owed DECEDENT and  
20 Plaintiff a duty of care to exercise reasonable care and discretion in the hiring, training and  
21 supervision of its employees.

22 39. Defendant breached the above standard of care by hiring CREASON and failing  
23 to adequately vet, train and supervise CREASON.

24 40. Defendant's breach of duties caused fatal injuries to DECEDENT and damages to  
25 Plaintiff.

26 41. As a direct and proximate result of TITAN's breach of duties, DECEDENT died  
27 and Plaintiff incurred special damages in excess of Seventy-Five Thousand Dollars  
28 (\$75,000.00).

1           42.     As a further result of TITAN's breach of duties, Plaintiff experienced general  
2 damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), including, but not limited to,  
3 mental anguish, emotional pain and suffering, loss of companionship and other general damages.

4                               **SIXTH CAUSE OF ACTION**

5                               **(Vicarious Liability against TITAN)**

6           43.     Plaintiff hereby references and incorporates the allegations of Paragraphs 1  
7 through 42 as if they were fully set forth herein.

8           44.     At all times mentioned herein, CREASON was employed by and under the  
9 supervision and control of COOPER and TITAN.

10          45.     At all times relevant hereto, CREASON was acting within the course and scope of  
11 his employment.

12          46.     Defendant TITAN is vicariously liable for the negligent actions of Defendant  
13 CREASON.

14          47.     As a direct and proximate result of Defendants' breach of duties, DECEDENT  
15 died and Plaintiff incurred special damages in excess of Seventy-Five Thousand Dollars  
16 (\$75,000.00).

17          48.     As a further result of Defendants' breach of duties, Plaintiff experienced general  
18 damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), including, but not limited to,  
19 mental anguish, emotional pain and suffering, loss of companionship and other general damages.

20                               **SEVENTH CAUSE OF ACTION**

21                               **(Wrongful Death Against All Defendants)**

22          49.     Plaintiff hereby references and incorporates the allegations of Paragraphs 1  
23 through 48 as if they were fully set forth herein.

24          50.     Defendants' breaches of duties outlined above directly and indirectly caused  
25 DECEDENT's death.

26          51.     As a direct and proximate result of Defendants' breaches of duties, DECEDENT  
27 and Plaintiff incurred special damages in excess of Seventy-Five Thousand Dollars  
28 (\$75,000.00).

52. As a further result of Defendants' breach of duties, Plaintiff experienced general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), including, but not limited to, mental anguish, emotional pain and suffering, loss of companionship and other general damages.

**WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

**ON THE FIRST CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
3. For attorneys' fees and costs.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate.
5. For such other and further relief as the Court may deem just and proper.

**ON THE SECOND CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
3. For attorneys' fees and costs.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate.
5. For such other and further relief as the Court may deem just and proper.

**ON THE THIRD CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
3. For attorneys' fees and costs.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate.
5. For such other and further relief as the Court may deem just and proper.

**ON THE FOURTH CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).



3. For attorneys' fees and costs.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate.
5. For such other and further relief as the Court may deem just and proper.

**ON THE FIFTH CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
3. For attorneys' fees and costs.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate.
5. For such other and further relief as the Court may deem just and proper.

**ON THE SIXTH CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
3. For attorneys' fees and costs.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate.
5. For such other and further relief as the Court may deem just and proper.

**ON THE SEVENTH CAUSE OF ACTION**

1. For special damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
2. For general damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).
3. For attorneys' fees and costs.

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1           4.     For prejudgment and post-judgment interest on all sums awarded, according to  
2                 proof, at the maximum legal rate.

3           5.     For such other and further relief as the Court may deem just and proper

4 DATED this 30th day of March, 2018

LAW OFFICES OF KURT A. FRANKE

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